

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 19, 2004 Division: Management Services

Bulk Item: Yes X No Department: Group Insurance

AGENDA ITEM WORDING: Approval of contract amendment with the Mental Health Care Center of the Lower Keys, Inc., D/B/A Care Center for Mental Health for the Florida Keys Mosquito Control District, a covered entity under the Monroe County Employee Assistance Program, who will no longer be covered effective May 1, 2004.

ITEM BACKGROUND: The contract provides confidential counseling services for employees and dependents of the Board of County Commissioners, the Board Members and the Constitutional Officers. Cost lowered in September 1999 to \$4.00 PEPM and capped at 1381 employees; contract amended March 17, 2004 to \$4.00 PEPM capped at 1369.

PREVIOUS RELEVANT BOCC ACTION: Initial contract approved August 18, 1997; renewed for one year terms September 1998 and September 1999; renewed for six months terms in September 2000, March 2001 and September 2001. January 16, 2002 BOCC approved RFP recommendations to continue the Employee Assistance Program with the Mental Health Care Center and on February 13, 2002 BOCC approved the extension of the current agreement for one year with two renewals. Current agreement expires March 31, 2004.

CONTRACT/AGREEMENT CHANGES: Term & employee cap. Per employee per month fee of \$4.00 capped at 1306 as effective May 1, 2004 as the Florida Keys Mosquito Control District will no longer be a covered entity in the County's Employee Assistance Program.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: \$62,940.00 **BUDGETED:** Yes X No

COST TO COUNTY: \$62,940.00 **SOURCE OF FUNDS:** Primarily Ad Valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management BG

DIVISION DIRECTOR APPROVAL: Sheila A. Barker
Sheila A. Barker

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: **AGENDA ITEM #** D6

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Mental Health Care Center Effective Date: April 1, 2004
of the Lower Keys, Inc., D/B/A Care
Center for Mental Health

Expiration Date: March 31, 2005

Contract Purpose/Description: Approval of contract amendment with the Mental Health Care Center of the Lower Keys, Inc., D/B/A Care Center for Mental Health for the FLorida Keys Mosquito Control District, a covered entity under the Monroe County Employee Assistance Program, who will no longer be covered effective May 1, 2004.

Contract Manager: Maria Z. Fernandez 4448 Administrative Services
 (Name) (Ext.) (Department)

for BOCC meeting on May 19, 2004 Agenda Deadline: May 4, 2004

CONTRACT COSTS

Total Dollar Value of Contract: \$62,940.00 Current Year Portion: \$ _____
 Budgeted? Yes ☒ No ☐ Account Codes: 502-08002-530340- _____
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Shirley A. Barker</u>	<u>5/3/04</u>
Risk Management	<u>5/4/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Jenkins</u>	<u>5/4/04</u>
O.M.B./Purchasing	<u>5/4/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Adyettepre Zappulla</u>	<u>5/5/04</u>
County Attorney	<u>5/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Smith</u>	<u>5/03/04</u>

Comments: _____

**AMENDMENT TO
EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of May, 2004 by and between Board of County Commissioners of Monroe County (hereinafter called "Employer") and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC., D/B/A Care Center for Mental Health (hereinafter Contractor); 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, the services provided by the Contractor are defined in an employee assistance program only agreement between the Employer and the Contractor dated August 19, 1997; and

WHEREAS, said agreement was renewed August 9, 1998; August 8, 1999; September 20, 2000; March 21, 2001; November 30, 2001; February 13, 2002; February 19, 2003; March 17, 2004;

WHEREAS, the Florida Keys Mosquito Control District, a covered entity under the Employer's employee assistance program, effective May 1, 2004 will no longer participate in said employee assistance program;

NOW THEREFORE, the parties hereto agree as follows:

- 1) The Florida Keys Mosquito Control District shall be deleted from the entities covered by the services provided under this agreement.
- 2) The Employer will pay the Contractor \$4.00 per employee, per month, in arrears, based on a monthly total of 1306 employees, or \$5224.00 per month for the Contractor's EAP services.
- 3) In all respects the terms and conditions of the original agreement as previously amended, not inconsistent herewith, remain in full force and effect.

IN WITNESS WHEREOF, the Employer and Contractor have caused this amendment to agreement to be executed this [] day of [], 20[].

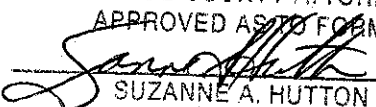
ATTEST: DANNY L. KOLHAGE

Board of County Commissioners of Monroe County

By: _____
Deputy Clerk

By: _____
Mayor

MENTAL HEALTH CARE CENTER OF THE
LOWER KEYS, INC., D/B/A Care Center for
Mental Health

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 5/29/04

By _____
President

BUSINESS ASSOCIATE ADDENDUM

THIS AGREEMENT, made and entered into this 16th day of April, 2003, by and between Monroe County Board of County Commissioners (hereinafter called "Covered Entity") and MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC. D/B/A Care Center for Mental Health (hereinafter called "Business Associate"), is hereinafter set forth:

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501, as the same may be amended from time to time.

- (a) Business Associate. "Business Associate" shall mean Mental Health Care Center of the Lower Keys, Inc. D/B/A Care Center for Mental Health.
- (b) Covered Entity. "Covered Entity" shall mean Monroe County Board of County Commissioners.
- (c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (d) Privacy Rules. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- (e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- (g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (h) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.

II. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (e) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- (f) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.52 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- (g) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (i) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Employee Assistance Program Agreement by and between Monroe County Board of County Commissioners and Business Associate, provided that such use of disclosure would not violate the Privacy Rules if done by Covered Entity.

(b) Covered Entity shall notify Business Associate in writing of any restriction to the use of disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522.

(c) Disclose PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that (i) the disclosures are required by law, as provided for in 45 C.F.R. 164.501, or (ii) Business Associate has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. 164.504 (e)(4).

IV. Obligation of Covered Entity

No later than the effective date of this Agreement, Covered Entity will provide Business Associate with a copy of the Plan Sponsor's certification that the health plan meets and will abide by all HIPAA requirements. With respect to the use and/or disclosure of PHI by Business Associate, the Covered Entity hereby agrees:

(a) to use appropriate safeguards to maintain and ensure the confidentiality, privacy, and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the standards and requirements of HIPAA and the HIPAA Regulations, until such PHI is received by Business Associate.

(b) to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals pursuant to 45 C.F.R. 164.506 or 164.508.

(c) to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. Parts 160 and 164 that may impact in any manner the use and/or disclosure of PHI by the Business Associate under the agreement, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522 agreed to by the Covered Entity.

(d) that Business Associate may make any use and/or disclosure of PHI permitted under 45 C.F.R. 164.512.

V. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of April 16, 2003, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide a reasonable opportunity for Business Associate to cure the breach or end the violation. If such breach is not cured to the satisfaction of the Covered Entity and in a manner consistent with the requirements of HIPAA, this Agreement shall be terminated.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VI. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) Survival. The respective rights and obligations of Business Associate under Section V. © of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

IN WITNESS WHEREOF, this contract has been executed by the respective parties on the date and year first written above.

COVERED ENTITY
By Plan Administrator

By: Dixie M. Spehar
Print Name: Dixie M. Spehar
Print Title: Mayor

BUSINESS ASSOCIATE:
Mental Health Care Center of the Lower
Keys, Inc.

By: Marshall Wolfe
Print Name: Marshall Wolfe
Print Title: President & CEO

(STAMP)
ATTEST: DANNYL KOLHAGE CLERK
BY: Daniel C. DeSantis
DEPUTY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY: Suzanne A. Hutton
DATE: 4/2/03

FILED FOR RECORD
2003 MAY -6 PM 12:42
DANNYL KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 1100 Simonton Street, Room 2-268, Key West, Florida 33040 (hereinafter Employer) and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC., D/B/A Care Center for Mental Health (hereinafter Contractor), 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, on August 19, 1997, the Employer and the Contractor entered into an agreement (hereinafter the original agreement) establishing an Employee Assistance Program (hereinafter Program) for the purpose of providing confidential, professional counseling on personal matters affecting their physical and emotional well-being for all full-time, regular employees and their dependents with offices in Key West, Marathon and Plantation Key; and

WHEREAS, the Employer desires to extend the current agreement according to such terms; now, therefore, The parties agree as follows:

- 1.) The current renewal agreement is hereby extended for a term of one year, and this period will expire March 31, 2005.
- 2.) The Employer will pay the Contractor \$4.00 per employee per month, in arrears, based on a monthly total of 1369 employees, or \$5,476.00 per month for the Contractor's EAP services.
- 3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 17th day of March, 2004.

SEAL

ATTEST: DANNY L. KOLHAGE, CLERK

By *Gwendolyn Hancock*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *Murray E. Nelson*
Mayor/Chairman

ATTEST:

By *Sharon H. Tappin*
Secretary

MENTAL HEALTH CARE CENTER OF
THE LOWER KEYS, INC.,
D/B/A Care Center for Mental Health

By *Will W. [Signature]*
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 3/2/04

FILED FOR RECORD
2004 APR 27 AM 10:27
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 1100 Simonton Street, Room 2-268, Key West, Florida 33040 (hereinafter Employer) and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC., D/B/A Care Center for Mental Health (hereinafter Contractor), 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, on August 19, 1997, the Employer and the Contractor entered into an agreement (hereinafter the original agreement) establishing an Employee Assistance Program (hereinafter Program) for the purpose of providing confidential, professional counseling on personal matters affecting their physical and emotional well-being for all full-time, regular employees and their dependents with offices in Key West, Marathon and Plantation Key; and

WHEREAS, the Employer desires to extend the current agreement according to such terms; now, therefore,

The parties agree as follows:

- 1.) The renewal agreement is hereby extended for a term of one year, and this period will expire March 31, 2004. The Agreement is subject to an annual renewal after that date.
- 2.) The Employer will pay the Contractor \$4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or \$5,524.00 per month for the Contractor's EAP services.
- 3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 19th day of

February, 2003.

SEAL
ATTEST: DANNY L. KOLHAGE, CLERK

By Daniel C. DeSantis
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By W. J. M. Spiker
Mayor/Chairman

ATTEST:

By Candice Atwell
Secretary

MENTAL HEALTH CARE CENTER OF
THE LOWER KEYS, INC.,
D/B/A Care Center for Mental Health

By Mark Wolfe
President

2003 MAR 21 PM 3:48

FILED FOR RECORD

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY Robert N. Wolfe
DATE 1-28-03

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 1100 Simonton Street, Key West, FL 33040 (hereinafter Employer) and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC. D/B/A Care Center for Mental Health (hereinafter Contractor), 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, on August 19, 1997, the Employer and Contractor entered into an agreement (hereinafter the original agreement) establishing an Employee Assistance Program (hereinafter Program) for the purpose of providing confidential, professional counseling on personal matters affecting their physical and emotional well-being for all full-time, regular employees and their dependents with offices in Key West, Marathon, and Plantation Key; and

WHEREAS the Employer desires to extend the current agreement according to such terms; now therefore, the parties agree as follows:

1 - The renewal agreement is hereby extended for a term of one year, and this period will expire March 31, 2003. The Agreement is subject to an annual renewal after that date.

2 - The Employer will pay the Contractor \$4.00 per month, in arrears, based on a monthly total of 1381 employees, or \$5,524.00 per month for the Contractor's EAP services.

3 - In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this _____ day of February 2002.



ATTEST: DANNY L. KOLHAGE, CLERK
By [Signature]
Deputy Clerk

ATTEST:

By _____
Secretary

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

MENTAL HEALTH CARE CENTER OF
THE LOWER KEYS, INC.
D/B/A Care Center for Mental Health

By [Signature]
President

FILED FOR RECORD
2002 FEB 27 PM 1:02
DANNY L. KOLHAGE
CLK. CIR. CL.
MONROE COUNTY, FLA.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
SUZANNE A. HUTTON
DATE 1/29/02

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 5100 College Road, Room 215, Key West, Florida 33040 (hereinafter Employer) and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC., D/B/A Care Center for Mental Health (hereinafter Contractor), 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, on August 19, 1997, the Employer and the Contractor entered into an agreement (hereinafter the original agreement) establishing an Employee Assistance Program (hereinafter Program) for the purpose of providing confidential, professional counseling on personal matters affecting their physical and emotional well-being for all full-time, regular employees and their dependents with offices in Key West, Marathon and Plantation Key; and

WHEREAS, the current agreement will expire on September 30, 2001; and

WHEREAS, the Employer desires to extend the current agreement according to such terms; now, therefore,

The parties agree as follows:

- 1.) The renewal agreement is hereby extended on a month-to-month basis for an additional period of time not to exceed six (6) months and this period will expire March 31, 2002.
- 2.) The Employer will pay the Contractor \$4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or \$5,524.00 per month for the Contractor's EAP services.
- 3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 30th day of NOVEMBER, 2000.

SEAL

ATTEST: DANNY L. KOLHAGE, CLERK

By Isabel C. Desantis
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By George R. Neugart
Mayor/Chairman 9/19/01

ATTEST:

By Monica L. Gensinger
Secretary

MENTAL HEALTH CARE CENTER OF
THE LOWER KEYS, INC.,
D/B/A Care Center for Mental Health

By Marshall Wolfe
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY Suzanne A. Hutton
DATE 11/20/01

FILED FOR RECORD
2001 DEC - 7 PM 2:42
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 5100 College Road, Room 215, Key West, Florida 33040 (hereinafter Employer) and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC., D/B/A Care Center for Mental Health (hereinafter Contractor), 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, on August 19, 1997, the Employer and the Contractor entered into an agreement (hereinafter the original agreement) establishing an Employee Assistance Program (hereinafter Program) for the purpose of providing confidential, professional counseling on personal matters affecting their physical and emotional well-being for all full-time, regular employees and their dependents with offices in Key West, Marathon and Plantation Key; and

WHEREAS, the current agreement will expire on September 30, 2000; and

WHEREAS, the Employer desires to extend the current agreement according to such terms; now, therefore,

The parties agree as follows:

- 1.) The original agreement is hereby extended on a month-to-month basis for a period of time not to exceed six (6) months.
- 2.) The Employer will pay the Contractor \$4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or \$5,524.00 per month for the Contractor's EAP services.
- 3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 20th day of SEPTEMBER, 2000.



DANNY L. KOLHAGE, CLERK

By

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

Mayor/Chairman

MENTAL HEALTH CARE CENTER OF
THE LOWER KEYS, INC.,
D/B/A Care Center for Mental Health

By

President

ATTEST:

By

Secretary

FILED FOR RECORD
00 DEC 22 AM 8:50
DANNY L. KOLHAGE
CLK. CIR. C.
MONROE COUNTY, FL.

APPROVED AS TO
AND LEGAL SUFFICIENCY
BY Robert N. Wolfe
ROBERT N. WOLFE
DATE 12-20-00

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 5100 College Road, Room 215, Key West, Florida 33040 (hereinafter Employer) and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC., D/B/A Care Center for Mental Health (hereinafter Contractor), 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, on August 19, 1997, the Employer and the Contractor entered into an agreement (hereinafter the original agreement) establishing an Employee Assistance Program (hereinafter Program) for the purpose of providing confidential, professional counseling on personal matters affecting their physical and emotional well-being for all full-time, regular employees and their dependents with offices in Key West, Marathon and Plantation Key; and

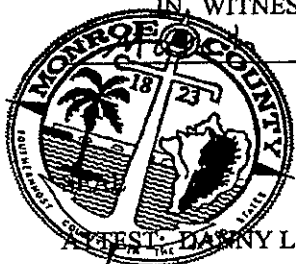
WHEREAS, the current agreement will expire on March 31, 2001; and

WHEREAS, the Employer desires to extend the current agreement according to such terms; now, therefore,

The parties agree as follows:

- 1.) The renewal agreement is hereby extended on a month-to-month basis for an additional period of time not to exceed six (6) months and this period will expire September 30, 2001.
- 2.) The Employer will pay the Contractor \$4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or \$5,524.00 per month for the Contractor's EAP services.
- 3.) In all respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 21st day of September, 2000.



ATTEST: DANNY L. KOLHAGE, CLERK

By Sabell C. DeSantis
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By George R. Neugart
Mayor/Chairman

ATTEST:

By D. A. DeSantis
Secretary

MENTAL HEALTH CARE CENTER OF
THE LOWER KEYS, INC.,
D/B/A Care Center for Mental Health

By Mark W. Ed. D
President

MONROE COUNTY, FLA.
CLK. CIR. C.
DANNY L. KOLHAGE

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY Suzanne A. Hutton
SUZANNE A. HUTTON

DATE 3/08/01

01 MAY -8 PM 2:12

FILED FOR RECORD

EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is entered into this by and between the Board of County Commissioners of Monroe County, Florida; 5100 College Road, Room 215, Key West, Florida 33040 (hereinafter Employer) and the MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC., D/B/A Care Center for Mental Health (hereinafter Contractor), 1205 Fourth Street, Key West, Florida 33040.

WHEREAS, on August 19, 1997, the Employer and the Contractor entered into an agreement (hereinafter the original agreement) establishing an Employee Assistance Program (hereinafter Program) for the purpose of providing confidential, professional counseling on personal matters affecting their physical and emotional well-being for all full-time, regular employees and their dependents with offices in Key West, Marathon and Plantation Key; and

WHEREAS, paragraph 8 of the original agreement provides that it may be renewed at the discretion of the Employer for up to two additional one-year terms (October 1 - September 30) on the same terms as the original agreement; and

WHEREAS, the Employer desires to renew the original agreement according to such terms; now, therefore, The parties agree as follows:

- 1.) The original agreement is hereby renewed for a third one-year term.
- 2.) The Employer will pay the Contractor \$4.00 per employee per month, in arrears, based on a monthly total of 1381 employees, or \$5,524.00 per month for the Contractor's EAP services.
- 3.) In all respects the terms and conditions of the original agreement remain in full force and effect.
- 4.) The renewal term will commence immediately upon the expiration of the second one-year contract.

Therefore this renewal will become effective October 1, 1999, and will expire September 30, 2000.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement this 8th day of September, 1999.



ATTEST: PANNY L. KOLHAGE, CLERK

By *Panny L. Kolhage*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *William H. Harvey*
Mayor/Chairman

MENTAL HEALTH CARE CENTER OF
THE LOWER KEYS, INC.,
D/B/A Care Center for Mental Health

Attest: *[Signature]*
Secretary

By *[Signature]*
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY *[Signature]*
ROBERT N. WOLFE
DATE 8-25-99

EMPLOYEE ASSISTANCE PLAN CONTRACT

This contract is entered into by and between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 5100 College Road, Public Service Building, Key West, FL 33040, hereafter **COUNTY**, and the **Mental Health Care Center of the Lower Keys, Inc.** d/b/a **CARE CENTER FOR MENTAL HEALTH**, a non-profit Florida corporation, whose address is 1205 4th Street, Key West, FL 33040, hereafter the **CONTRACTOR**.

WHEREAS, the **COUNTY** recognizes that its employees can suffer from personal problems and stress that can adversely affect their job performance, attendance at work and health;

WHEREAS, the **COUNTY** desires to contract with a qualified provider to furnish **COUNTY** employees and their dependents with confidential counseling on personal matters that affect their physical and emotional well-being;

WHEREAS, the **CONTRACTOR** represents that it has a professionally qualified staff and the resources to provide such counseling services;

WHEREAS, the **COUNTY** desires to employ the **CONTRACTOR** to furnish such counseling services to the **COUNTY**'s employees and their dependents; NOW THEREFORE,

The parties agree as follows:

1) **DEFINITIONS:**

a) **COUNTY** employees are the employees of the Board of County Commissioners, the Board members, the Constitutional Officers and their employees. As used in this contract, the words **COUNTY** employee or employee includes dependents.

b) Dependents are those individuals living in the employee's home.

2) The **CONTRACTOR** must provide an employee assistance plan, hereafter the EAP, to the **COUNTY** employees. The EAP requirements are set forth in the paragraphs that follow.

3) The EAP must initially provide the following service:

a) A top management orientation session must be held that provides an EAP overview to top **COUNTY** management personnel who cannot, because of their job responsibilities, attend the 2 1/2 hour supervisor's intervention training sessions.

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CLERK OF
MONROE COUNTY
KEY WEST, FL

b) At least four supervisors' intervention training sessions must be held to explain the supervisors' role, function and responsibility vis a vis the EAP. The sessions must be at least 2 1/2 hours long and the **CONTRACTOR** should furnish the supervisors that attend the session with written (and complete) information regarding the operation of the EAP. An additional session for newly hired supervisors who missed the first four sessions must be held during the contract term. The **CONTRACTOR** must also be available for consultation with the supervisors regarding the operation and administration of the EAP during the contract term.

c) A program orientation session must be held for all **COUNTY** employees not covered under subparagraphs 3(a) or 3(b) to explain to them the counseling services available under the EAP. A summary, written in simple English, that describes the EAP services available should be furnished the employees at these sessions. The employee sessions must be at least thirty minutes long.

d) The **CONTRACTOR**'s scheduling of the sessions described in subparagraphs 3(a) - 3(c) must be coordinated with the County's Human Resources Director. Sessions must be held in the **COUNTY** offices at Key West, Marathon, and Plantation Key, except for the top management session which need only be held in Key West.

4) Upon request, the EAP must provide four educational group seminars selected from the following topics:

- a) Stress management;
- b) Violence in the workplace;
- c) Alcohol and education;
- d) Marriage enrichment;
- e) Depression;
- f) Dealing with difficult people;
- g) Parenting problems; and
- h) Anger management.

5) The EAP must provide individual counseling services that include the following:

- a) Mental health care;
- b) Substance abuse evaluation and rehabilitation;
- c) Retirement counseling;
- d) Parenting;
- e) Abuse;
- f) Anger and stress management;
- g) Grief and loss; and
- h) Elder care.

Employees may be referred to individual counseling by their supervisors or may seek out counseling individually. To facilitate employees seeking counseling on their own, the

CONTRACTOR must provide a 7 days a week and 24-hour per day toll free confidential telephone service answered by professional staff. This phone service must be able to immediately assist the employee seeking professional help. Whenever possible, face to face meetings with the employee and the CONTRACTOR's counselor should be arranged, so that the employee's problem(s) may be professionally evaluated and an effective care plan devised and implemented.

A total of eight face to face counseling sessions are available to the employee and his or her dependents during the contract term. If the eight counseling sessions are exhausted, but the problem(s) remain unresolved, then the CONTRACTOR must explain to the employee what other treatment options are available.

If the face to face counseling session(s) reveal a problem or problems not covered by the EAP, then the CONTRACTOR must refer the employee to a mental health care provider who can furnish the service(s) needed. In the case of a referral under this subparagraph, and after the employee executes a release of information form, the CONTRACTOR must keep in contact with the counseling service provider in order to determine whether the employee is receiving appropriate professional treatment and is participating in a positive way in the treatment plan. If the employee was initially referred to the CONTRACTOR by a COUNTY supervisor, then the COUNTY's Human Resources Director must be kept advised of the progress of the referral treatment. Otherwise, that information may not be released to COUNTY management or any other third person.

6) The CONTRACTOR must furnish the COUNTY a quarterly report that has the following information:

- a) The number of employees using the EAP;
- b) The number of individual referrals and the number of supervisor/management referrals;
- c) The number of males and females participating in the EAP;
- d) The number of problems diagnosed broken into categories;

- e) Treatment results by category, along with numbers showing employees that are:
 - (i) Currently in treatment;
 - (ii) Cooperating with treatment;
 - (iii) Completed treatment;
 - (iv) Referred out of the EAP and to another mental health care provider;
 - (v) Receiving after-care service.

7) All employee counseling sessions, and any records related to those sessions, are confidential and may not be released to the **COUNTY** or to any third person. There are only two exceptions to this confidentiality requirement. The first is when an employee is referred to the **CONTRACTOR** by his or her supervisor or another member of management. In that case, the **CONTRACTOR** will obtain from the client a signed "Release of Confidential Information" form which will permit the **CONTRACTOR** to keep Monroe **COUNTY**'s Human Resources Director informed with regard to whether the employee is cooperating with his or her treatment program. The second exception is when the **CONTRACTOR**, in his professional opinion, determines that an employee is a clear and imminent danger to him or herself or others. In that case, the **CONTRACTOR** must immediately notify the **COUNTY** Human Resources Director or, if she is unavailable, the **COUNTY** Administrator, as provided by Florida law.

8) The term of this contract is from September 1, 1997 through and including September 30, 1998. This contract may be renewed at the option of the **COUNTY** for two additional one-year terms (October 1 - September 30) on the same terms and conditions as the original contract. In order to exercise its option, the **COUNTY** must furnish the **CONTRACTOR** a written notice of the **COUNTY**'s intent to renew 30 days or more before the contract term expiration date (September 30).

9) The **COUNTY** will pay the **CONTRACTOR** based on 1381 employees at \$6.00 per employee per month, on an arrears basis, \$8,286.00 per month for the **CONTRACTOR**'s EAP services. This amount is due without regard to the number of employees who utilize the EAP

services during the month. The amount is also due without regard to any fluctuation in the number of employees during the contract term. In order to be paid, the **CONTRACTOR** must prepare a monthly invoice for payment in a form satisfactory to the **COUNTY's** Human Resources Director and to the Clerk. The invoice must be submitted to the Human Resources Director for approval. If the Director approves, she will forward the invoice to the Clerk for payment.

10) The **COUNTY's** obligation to pay is contingent upon an annual appropriation from the **COUNTY's** Board of County Commissioners. If the Board fails to appropriate funds, the **COUNTY's** Human Resources Director must immediately notify the **CONTRACTOR** to cease all EAP services. The **CONTRACTOR** will then be paid the pro-rata amount of its monthly fee up to the date it received the Director's notice. After this payment, the **COUNTY** will have no further obligation or liability to the **CONTRACTOR**, either for additional fees under the contract or for damages of any kind and amount based on any theory of liability.

11) The **CONTRACTOR** warrants that all persons who furnish professional counseling services to employees under the EAP are competent to perform such services, will perform such services with a high standard of professional care, and are properly licensed by the State of Florida to perform such services.

12) Due to the archipelago geography of the Florida Keys and the location of **COUNTY** offices, the **CONTRACTOR** must maintain offices in Key West, Marathon, and Plantation Key during the contract term.

13) Before the commencement of providing EAP service under this contract, the **CONTRACTOR** must have the insurance set forth in Attachment A. Attachment A is attached to and incorporated into this contract.

14) The **CONTRACTOR** must indemnify and hold harmless the **COUNTY** from and against all liability, claims, damages both direct and consequential, loss, costs and expenses arising out of, or resulting from, any negligent error or omission of the **CONTRACTOR** in performing the EAP services required under this contract. The purchase of the insurance required under paragraph 13 does not vitiate the **CONTRACTOR's** indemnification obligation under this paragraph 14.

15) Except in the case of non-appropriation covered by paragraph 10, either party may cancel this contract without cause by giving sixty (60) days written notice to the other party. The **CONTRACTOR** must be paid the fee for EAP services due under this contract up to the cancellation date. If the cancellation date falls during the month, then the final monthly payment will be paid pro-rata so that the amount reflects the number of days in the month up to the date of cancellation. Other than the **COUNTY's** obligation to pay the contract fee up to the cancellation date, the party who cancels the contract under this paragraph is not obligated or liable to the other for any additional fees under the contract or damages of any kind or amount based on any theory of liability.

16) Either party may terminate this contract because of the failure of the other party to perform its obligations under this contract. If the **COUNTY** terminates this contract because of the **CONTRACTOR's** failure to perform, then the **COUNTY** must pay the **CONTRACTOR** the amount due for EAP services satisfactorily performed up to the date of the **CONTRACTOR's** failure to perform, but minus any damages, direct and consequential, the **COUNTY** suffered as a result of the **CONTRACTOR's** failure. The damage amount must be reduced by the amount saved by the **COUNTY** as a result of the contract termination. The **CONTRACTOR** is liable for any additional amount necessary to adequately compensate the **COUNTY** if the amount due the **CONTRACTOR** is insufficient to compensate the **COUNTY** for the damage it suffered.

17) The **CONTRACTOR** may not assign its obligations or benefits under this contract, or subcontract its obligations under this contract, without the written consent of the **COUNTY**.

18) The **CONTRACTOR** is an independent **CONTRACTOR**. Nothing in this contract creates a contractual relationship with, or any rights in favor of, any third party - including the employees, subcontractors or suppliers of the **CONTRACTOR** - and the **COUNTY**.

19) This contract has been carefully reviewed by both the **CONTRACTOR** and the **COUNTY**. Therefore, this contract is not to be strictly construed against either party on the basis of authorship.

20) This contract represents the parties' final and mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This contract cannot be modified or replaced except by another signed contract.

21) Nothing in this contract should be read as modifying the applicable statute of limitations. The waiver of the breach of any obligation of this contract does not waive another breach of that or any other obligation.

22) The **CONTRACTOR** warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former **COUNTY** officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any **COUNTY** officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the **COUNTY** may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former **COUNTY** officer or employee.

23) This contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County, Florida. In the event of

litigation, the prevailing party is entitled to reasonable costs plus a reasonable fair market value attorney's fee.

24) All communication between the parties should be through the following individuals:

Monroe County:
Dept. of Human Resources
Public Service Building
5100 College Road
Key West, FL 33040
(305) 292-4462

Contractor:
Dr. Marshall Wolfe
Mental Health Care Center
of the Lower Keys, Inc.
1205 4th Street
Key West, FL 33040
(305) 292-6843

25) This contract takes effect on September 1, 1997.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.



(S) DANIEL E. VOLHAGE, CLERK

By Isabel C. De Santis
Deputy Clerk
Date 8-19-97

(CORPORATE SEAL)
Attest:

By _____
Secretary
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

MENTAL HEALTH CARE CENTER
OF THE LOWER KEYS, INC.

By [Signature]
President

con2eap

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. MOORE
DATE 8-6-97

**RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**General Insurance Requirements
for
Other Contractors and Subcontractors**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

**MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC.
D/B/A CARE CENTER FOR MENTAL HEALTH**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

**INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC.
D/B/A CARE CENTER FOR MENTAL HEALTH**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL2

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

**MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC.
D/B/A CARE CENTER FOR MENTAL HEALTH**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL2

**MEDICAL PROFESSIONAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

**MENTAL HEALTH CARE CENTER OF THE LOWER KEYS, INC.
D/B/A/ CARE CENTER FOR MENTAL HEALTH**

Recognizing that the work governed by this contract involves the providing of professional medical treatment, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability shall be:

\$1,000,000 per Occurrence/\$3,000,000 Aggregate.

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

MED3

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$) for a period of 36 months from the date of being placed on the convicted vendor list."